

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it purported or was represented to possess.

Misbranding, Section 502 (a), the label statement "Each cc contains Vitamin B₁ 25 mg." was false and misleading since the article contained less than 25 mg. of vitamin B₁ per cubic centimeter. (Examination disclosed that the article contained approximately 16.7 mg. of vitamin B₁ per cubic centimeter.)

The product was adulterated and misbranded while held for sale after shipment in interstate commerce.

DISPOSITION: January 4, 1952. Default decree of forfeiture and destruction.

3672. Adulteration and misbranding of Estrotron (estrogenic hormone). U. S. v. 52 Bottles, etc. (F. D. C. No. 31206. Sample No. 23573-L.)

LIBEL FILED: June 21, 1951, Southern District of New York.

ALLEGED SHIPMENT: On or about April 17 and 24, 1951, by the Pitman-Moore Co., from Indianapolis, Ind.

PRODUCT: 52 10-cc. size bottles of *Estrotron* at New York, N. Y., together with leaflets entitled "Estrotron." Examination of the article showed that some of the bottles contained not more than 1.42 milligrams of estrogenic ketosteroids per cubic centimeter.

LABEL, IN PART: (Bottle and carton) "10 cc Size * * * Estrotron, 2 mg. (20,000 I. U.) per cc. in Peanut Oil A highly purified estrus producing extract from the urine of pregnant mares."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, namely, 2 milligrams of estrogenic ketosteroids per cubic centimeter.

Misbranding, Section 502 (a), the label statements (bottle and carton) "Estrotron, 2 mg. (20,000 I. U.) per cc * * * consisting primarily of estrone with smaller amounts of naturally occurring estrogens * * * standardized to 20,000 I. U. of activity per cc" and (leaflet entitled "Estrotron") "containing 2 mg. of estrogenic substance per cc. equal in estrogenic activity to 20,000 I. U. per cc." were false and misleading as applied to an article which contained less than the declared amount of estrogenic ketosteroids per cubic centimeter.

DISPOSITION: November 29, 1951. The Pitman-Moore Co., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the article be released under bond for treating or re-processing so that the article would contain the declared amount of estrogenic ketosteroids per cubic centimeter, under the supervision of the Federal Security Agency.

3673. Adulteration of yerba santa and grindelia. U. S. v. 4 Sacks, etc. (F. D. C. No. 30880. Sample Nos. 27834-L to 27836-L, incl.)

LIBEL FILED: April 2, 1951, Southern District of New York.

ALLEGED SHIPMENT: On or about March 2, 1951, by J. G. Olvey, from Colusa, Calif.

PRODUCT: 4 100-pound sacks of *yerba santa* and 22 200-pound bales of *grindelia* at New York, N. Y.

NATURE OF CHARGE: *Yerba santa*. Adulteration, Section 501 (b), the product purported to be and was represented as "Yerba Santa," a drug, the name of which is recognized in the National Formulary, an official compendium, and

its quality fell below the standard set forth in the compendium since it contained more than 5 percent of its stems.

Grindelia. Adulteration, Section 501 (b), the product purported to be and was represented as "Grindelia," a drug, the name of which is recognized in the National Formulary, an official compendium, and its quality fell below the standard set forth in the compendium since it contained more than 10 percent of its stems over 2 mm. in diameter.

DISPOSITION: June 21, 1951. The Meer Corp., New York, N. Y., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the products be released under bond to be brought into compliance with the law by segregation and destruction of the portion of the *yerba santa* which could not be successfully salvaged; the treatment of the remainder of the *yerba santa* by fumigating, cutting, or sifting, so as to eliminate and destroy the objectionable substances; and the relabeling of the *grindelia* in order that each bale show its variation from the National Formulary. 609 pounds of the *yerba santa* were salvaged and 88 pounds were destroyed.

3674. Adulteration of Gauztex. U. S. v. 9 Dozen Packages * * *. (F. D. C. No. 31484. Sample No. 27949-L.)

LIBEL FILED: August 22, 1951, Northern District of California.

ALLEGED SHIPMENT: On or about September 18, 1946, from Chicago, Ill.

PRODUCT: 9 dozen packages of *Gauztex* at Modesto, Calif.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Adhesive Absorbent Gauze [or "Adhesive Absorbent Compress"]," a drug, the name of which is recognized in the United States Pharmacopeia, and its quality and purity fell below the standard set forth in the United States Pharmacopeia since it was not sterile as required by the Pharmacopeia but was contaminated with viable micro-organisms. The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: January 31, 1952. Default decree of condemnation and destruction.

DRUGS ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

3675. Misbranding of various drugs. U. S. v. 4 Packages, etc. (F. D. C. No. 31143. Sample Nos. 18052-L to 18058-L, incl., 18062-L to 18070-L, incl., 18072-L, 18073-L, 18075-L to 18080-L, incl., 18082-L to 18087-L, incl., 18090-L, 18091-L, 18094-L to 18099-L, incl., 18101-L to 18113-L, incl., 18115-L to 18118-L, incl., 18121-L, 18123-L to 18128-L, incl., 18130-L.)

LIBEL FILED: May 22, 1951, District of Arizona.

ALLEGED SHIPMENT: Between March 15 and November 8, 1950, by Seroyal Brands, Inc., from Orinda, Calif.

PRODUCTS: Various drugs labeled, in part, as described below, at Tucson, Ariz., together with a folder entitled "Seroyal Brands," a number of leaflets, each containing 2 inserts, entitled "Why Orinda Lucerne?" a number of leaflets entitled "Seroyal Brands * * * Orinda Lucerne," and a number of leaflets entitled "Seroyal-Bulletin."

*See also Nos. 3662, 3663, 3668-3672.